

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/7/08

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

**SAILA SULTANA, MASUD HUSSAIN,
HASAN GAFUR and JUDSON AREZA,**

Intervenors,

-against-

BLOCKBUSTER INC.,

Defendant.
-----X

No. 07 Civ. 2221 (AKH) (RLE)

CONSENT DECREE

On March 15, 2007, the United States Equal Employment Opportunity Commission ("EEOC" or "Commission") commenced this action alleging that Blockbuster Inc. ("Blockbuster" or "Defendant") engaged in unlawful employment practices on the basis of national origin and retaliation in violation of sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) ("Title VII") and section 102 of the Civil Rights Act of 1991, 72 U.S.C. §1981. Blockbuster denies these allegations and makes no concession of liability by entering into this Consent Decree. The named Complainants filed a motion to Intervene which was granted on June 22, 2007.

The EEOC, Intervenors, and Defendant desire to settle this action and therefore do hereby stipulate and consent to the entry of this Consent Decree. EEOC, Intervenors, and

Defendant ("the Parties") agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

In consideration of the promises, agreements and consideration contained herein, the sufficiency which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves all issues raised by EEOC Charge Nos. 60-2004-00820, 160-2004-00905, 160-2004-01490, and 160-2004-01695 and in the complaints filed by EEOC and Intervenor in Civil Action No. 07-0221 (AKH), now pending in the United States District Court for the Southern District of New York. This Decree in no way affects EEOC's right to process any pending or future charges that may be filed against Defendant, including a charge filed by a member of the Commission (except on behalf of Intervenor relating to conduct or claims arising on or before date of this Consent Decree), and to commence civil actions on any such charges.

2. This Court has jurisdiction over the Parties and the subject matter of this action. The Parties agree that venue is proper and that all administrative prerequisites have been met.

3. No Party shall contest the jurisdiction of this Court to enforce this Consent Decree and its terms. Nothing in this Consent Decree shall be construed to preclude any party from bringing proceedings to enforce the terms of this Decree in the event that any party fails to perform any of the promises and representations contained herein.

4. Defendant is enjoined from discriminating against any individual on the basis of his or her race or national origin.

5. Defendant and its managers, officers, agents, successors, and assigns are enjoined from retaliating against any individual who has participated in this matter in any way.

6. Defendant shall pay the total sum of \$80,000 gross to the Intervenor and their counsel.

7. Defendant shall make the payments referenced in paragraph 6 within ten (10) business days after the Court's entry of this Consent Decree and receipt of a fully executed and binding Release from each Intervenor. A copy of the checks and any accompanying transmittal papers shall be contemporaneously forwarded by Defendant to Adela Santos, Trial Attorney, EEOC New York District Office, 33 Whitehall Street, 5th Floor, New York, NY, 10004-2112.

8. Defendant will respond to inquiries from prospective employers about the Intervenor's employment with Defendant consistent with its policy of providing only neutral references. Such references will contain only the following information: confirmation of dates of employment and positions held.

9. Blockbuster is committed to a work environment that is free from harassment and discrimination and to that end has, and will continue to have in place a policy prohibiting discrimination and unlawful retaliation that is applicable to all employees. The current policy is entitled the Zero Tolerance for Harassment /Discrimination / Inappropriate Behavior policy, and it has been reviewed by the EEOC. The policy contains a complaint procedure that provides several options for employees to report conduct that they believe violates the policy, including making an anonymous report through the employee hotline, and assures employees that complaints will be promptly investigated and kept confidential to the maximum extent possible.

10. Blockbuster reviews and provides a copy of its Zero Tolerance for Harassment /Discrimination / Inappropriate Behavior policy to its newly hired employees during their new employee orientation. Blockbuster also trains new managers about their responsibilities under this policy to report and prevent discrimination, harassment, and inappropriate conduct.

Blockbuster has detailed procedures for managers to follow when they observe or become aware of discrimination, harassment or inappropriate conduct, which are set forth in its Standard Operating Procedures Manual, a copy of which is provided to all store managers. Further, Blockbuster has provided training to its Human Resources managers on the discrimination laws and on conducting investigations.

11. Within ten (10) days after the date of entry of this Consent Decree, Defendant will have posted and maintain a form of the EEOC's poster in all its United States stores in an employee break area or place where employee notices are posted and visually accessible to employees.

12. Within ten (10) days after the entry of this Consent Decree, Defendant will post and maintain the notice, attached as Exhibit A, in an employee break area or place where employee notices are posted and visually accessible to employees in the following stores: #36185, 780 Broadway, New York; #36338, 829 8th Ave., New York; #36854, 2510 Broadway, New York; and #36139, 4501 Amboy Rd., Staten Island.

13. This Consent Decree constitutes the complete understanding between the Parties hereto. No other promises or agreements shall be binding unless agreed to in writing and signed by the Parties. No waiver, modification or amendment or any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Decree and approved or ordered by the Court.

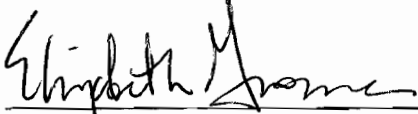
14. Other than as specified in the Release referred to in paragraph 7 herein, each party shall bear its own costs and attorneys' fees.

15. This Consent Decree will remain in effect for a period of eighteen months from the date of entry by the Court. The Court retains jurisdiction over this action during the duration

of this Decree. The matter may be administratively closed but shall not be dismissed during the duration of this Decree.

Dated: New York, NY
March 21, 2008

FOR EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION



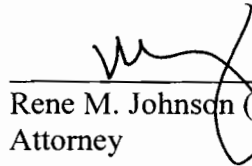
Elizabeth Grossman (EG-2478)
Regional Attorney

ATTORNEYS FOR PLAINTIFF

New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Tel: (212) 336-3695
Fax: (212) 336-3623

Dated: New York, NY
March 19, 2008

FOR BLOCKBUSTER INC.

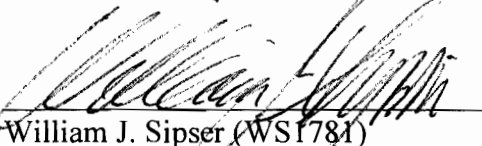


Rene M. Johnson (RJ-2517)
Attorney

ATTORNEYS FOR DEFENDANT

MORGAN, LEWIS & BOCKIUS LLP
502 Carnegie Center
Princeton, NJ 08540
Tel: (609) 919-6600
Fax: (609) 919-6701

FOR JUDSON AREZA, HASAN GAFUR,
MASUD HUSSAIN AND SAILA SULTANA

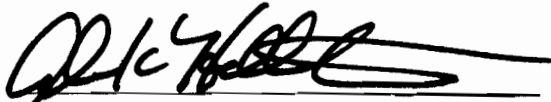


William J. Sipser (WS1781)

ATTORNEYS FOR PLAINTIFF-INTERVENORS

TUCKNER, SIPSER, WEINSTOCK & SIPSER LLP
120 Broadway, 18th Floor
New York, NY 10271
Tel: (212) 766-9100
Fax: (212) 766-4474

SO ORDERED this 7 day of April, 2008.



HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE

EXHIBIT A

NOTICE TO ALL EMPLOYEES OF STORES **Nos. 36185, 36338, 36854, AND 36139** **OF BLOCKBUSTER INC.**

This notice is being posted as part of a Consent Decree between Blockbuster Inc. and the United States Equal Employment Opportunity Commission ("EEOC"), in resolution of *EEOC et al., v. Blockbuster Inc.*, Civil Action No. 07-2221 (AKH), filed in the Southern District of New York. In that case, the EEOC made certain allegations of discrimination on the basis of national origin and retaliation against Blockbuster, which Blockbuster denied in their entirety. This notice is being posted as a condition of the settlement. There has been no finding of liability against Blockbuster.

Federal laws prohibit employers from discriminating against any employee or applicant for employment because of that person's sex, race, national origin, color, religion, age (40 and over), or disability with respect to hiring, compensation, promotion, termination, or other terms, conditions or privileges of employment. Federal laws also prohibit employers from retaliating against any employee or applicant for employment who reports or makes a complaint of discrimination or opposes unlawful employment practices. Blockbuster policy also prohibits discrimination and retaliation.

Blockbuster Inc. will comply with the federal laws and with its policies and will not take negative action because an employee has brought forth a complaint of discrimination pursuant to Blockbuster's anti-discrimination policies, or because such employee files a charge of discrimination or cooperates with the EEOC, or otherwise opposes unlawful employment practices.

If you have any questions or complaints regarding discrimination, you may contact: Patrice Marray at 845.344.5496 and/or the EEOC.

EEOC maintains offices throughout the United States and its toll-free telephone number is 1-800-USA-EEOC. The New York District Office of the EEOC which has jurisdiction over the state of New York can be reached at 1-800-669-4000 or dialed directly at (212) 336-3620. The EEOC may also be contacted through its website at www.eeoc.gov.

This NOTICE shall remain posted until September 19, 2009 and may not be altered, defaced or covered by any other material.